| ORDER FOR SUPPLIES OR SERVICES | | | | | | | | | PAGE 1 OF 18 | | | |
|---|--|---------|--|-------------|--------------|----------------|--|----------------|---------------|-------------------------------------|----------------------------|--|
| | | | | | | | | | | | | |
| 1. CONTRACT PURCH ORDER/AGREEMENT NO. 2. DELIVERY ORDER W52H09-04-P-0223 | | | | | ERY ORDER | /CALL NO. | 3. DATE OF ORDER/CAI (YYYYMMMDD) 2004FEB20 | | | UISITION/PURCH RE | QUEST NO. 5. PRIORITY DOS1 | |
| 6. ISSUED |) BY | | - | CODE | W52H09 | 7. ADMINIST | TERED BY (If other | than 6) | SEE S | | ZZZ55 | 8. DELIVERY FOB |
| TACOM-ROCK ISLAND AMSTA-AQ-ARCC FAYE TABER (309)782-3796 ROCK ISLAND IL 61299-7630 EMAIL: TABERF@RIA.ARMY.MIL | | | | | | AMS | TACOM - ROCK ISLAND AMSTA-LC-PTC ROCK ISLAND IL 61299-7630 SCD: C PAS: NONE ADPPT: ZZZ555 | | | | 55 | DESTINATION X OTHER (See Schedule if other) |
| 9. CONTR | ACTOR | | | CODE | 1JUR5 | FACIL | | 10. DF | | OB POINT BY (Date) | | 11. X IF BUSINESS IS |
| NAME AND ADDRESS | NORTHW 2550 M BETTEN | ES' | F. DAY & ASSOCIA T BANK TOWER, SU DLE ROAD RF, IA. 52722-32 | UITE 300 |) | | • | SEE 12. DI NET | | E RMS | N. D. OCK | SMALL SMALL DISADVANTAGED WOMAN-OWNED |
| | • TYPE B | RIJS | INESS: Small Dis | andvant: | aged Busir | ness Perfo | • rming in U.S. | | Block 15 | ES TO THE ADDRESS | IN BLUCK | |
| | FO SCHEDULE | | INDUS - SHIRLIT BIL | CODE | Igea Bubii | DFA ATT 430 | AS ST LOUIS T DFAS-SL-FP 00 GOODFELLOW BOX 200009 LOUIS MO 6 | BY BLVD | BLDG 110 | COD | DE HQ0304 | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2 |
| 16. TYPE | DELIVERY/ CALL | | THIS DELIVERY ORDER | R IS ISSUED | ON ANOTHER C | GOVERNMENT AG | GENCY OR IN ACCOR | DANCE W | TTH AND SUBJE | ECT TO TERMS AND COM | NDITIONS OF ABOV | E NUMBERED CONTRACT. |
| OF ORDER | PURCHASE | Х | Reference your | Oral | | | s specified herein. | , D | ated | | | |
| | | <u></u> | ACCEPTANCE. THE | E CONTRA | CTOR HEREE | BY ACCEPTS T | THE OFFER REPRE | | | MBERED PURCHASI AND AGREES TO PE | | MAY PREVIOUSLY HAVE ME. |
| | | i, su | TRACTOR upplier must sign Accepta PROPRIATION DATA/LO | | | | opies: | TYPED |) NAME AND | TITLE | | SIGNED /MMMDD) |
| SEE | SCHEDULE | | | | | | | | | | | |
| 18. ITEM | NO. 19. SC | ЭНЕ | EDULE OF SUPPLIES/SF | ERVICE | | | 20. QUANTIT ORDERED/ ACCEPTED* | Y | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT | |
| | SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price Cost Contract KIND OF CONTRACT: Service Contracts | | | | | | | | | | | |
| same as qu | accepted by the nantity ordered, i | indi | icate by X. | 4. UNITED | | KLEIN /SIG | | ~ = 1 | | | 25. TOTAL 26. | \$99,762.00 |
| quantity o | rdered and encir | rcle. | | BY: | KLEINU@r. | IA.AKMY.Mı | L (309)782-5 | | TRACTING/O | ORDERING OFFICER | DIFFERENCES | 5 |
| | NTITY IN COLU | 7 | N 20 HAS BEEN RECEIVED | · CCEPTEI | AND CONFO | DDMS TO CON | TRACT EXCEPT A | e MOTEI | n. | | | |
| | | | RIZED GOVERNMENT I | | | JRIVIS TO COLL | c. DATE (YYYYMMMI | | d. PRINTE | D NAME AND TITLE SENTATIVE | OF AUTHORIZE | D GOVERNMENT |
| e. MAILI | NG ADDRESS C |)F A | AUTHORIZED GOVERN | MENT RE | PRESENTATI | VE | 28. SHIP. NO. | | 29. D.O. VOU | CHER NO. | 30. INITIALS | |
| f. TELEPHONE NUMBER g. E-MAIL ADDRESS | | | | | | PARTIA FINAL | | 32. PAID BY | | | VERIFIED CORRECT FOR | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | г. | 31. PAYMENT | | | | 34. CHECK NU | MBER | |
| a. DATE | MMDD) | | b. SIGNATURE AND | TITLE OF | CERTIFYING | OFFICER | COMPI | | | | 35. BILL OF L | ADING NO. |
| 37. RECE | IVED AT | | 38. RECEIVED BY (P | 'rint) | 39. DATE RE | | 40. TOTAL CO | ON- | 41. S/R ACCO | OUNT NUMBER | 42. S/R VOUCH | IER NO. |

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

SUPPLEMENTAL INFORMATION

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
| | | |

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

(AS7006)

3 52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/2002

TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

5 52.233-4503 TACOM-RI AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL

9301 Chapek Rd 2-1SE3401 Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875 Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

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Name of Offeror or Contractor: Charles f. day & associates

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

THE PURPOSE OF THIS PURCHASE ORDER IS TO AWARD A TECHNICAL SUPPORT SERVICE FOR CHEMICAL BIOLOGICAL COLLECTIVE EQUIPMENT FOR A PERIOD OF 6 MONTHS FROM 23 FEB 2004 TO 22 AUG 2004. CLIN 0001AA IS A FIRM FIXED PRICE SERVICE LINE OF \$45,864.00 TO BE PAID IN 26 BIWEEKLY EQUAL INSTALLMENTS OF \$1764.00 EACH. CLIN 0002AA IS A COST REIMBURSABLE CLIN FOR OVERTIME, AT TIME AND ONE-HALF, NOT TO EXCEED (NTE) 20 HOURS PER WEEK OR NTE 520 HOURS TOTAL, AT A NTE TOTAL OF \$34,398.00. CLIN 0003AA IS A COST REIMBURSABLE CLIN FOR TRAVEL AT A NTE TOTAL OF \$19,500.00. THE PURCHASE ORDER TOTAL IS \$99,762.00.

CHARLES F. DAY & ASSOCIATES' PROPOSAL IS AT ATTACHMENT 1. THE ATTACHMENT MEETS THE TERMS AND CONDITIONS FOR CONTRACTOR ACCEPTANCE AS OUTLINED IN FAR 43.103(a).

*** END OF NARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-04-P-0223

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------------|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | SECURITY CLASS: Unclassified | | | | |
| | THIS CLIN IS FIRM FIXED-PRICE FOR SERVICES PERFORMED FOR THE PERIOD 23 FEB 2004-22aUG 2004. | | | | |
| | (End of narrative B001) | | | | |
| 0001AA | SERVICES LINE ITEM | 1 | LO | | \$ 45,864.00 |
| | NOUN: SERVICE SUPP. CDBE CONTRACTOR PRON: S646NCC3PC PRON AMD: 01 ACRN: AA AMS CD: 42212300000 | | | | |
| | Inspection and Acceptance INSPECTION: Destination | | | | |
| | Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 22-AUG-2004 | | | | |
| | \$ 45,864.00 | | | | |
| 0002 | SECURITY CLASS: Unclassified | | | | |
| 0002AA | SERVICES LINE ITEM | 1 | LO | | \$ 34,398.00 |
| | NOUN: OVERTIME FOR CBDE CONTRACTOR PRON: S646NCC4PC PRON AMD: 01 ACRN: AA AMS CD: 42212300000 | | | | |
| | THIS CLIN, 0002AA, IS A COST REIMBURSABLE LINE FOR OVERTIME, NTE 20 HOURS PER WEEK FOR THE PERIOD 23 FEB 2004 - 22 AUG 2004 | | | | |
| | (End of narrative B001) | | | | |
| | Inspection and Acceptance INSPECTION: Destination | | | | |
| | Deliveries or Performance DLVR SCH PERF COMPL | | | | |

Reference No. of Document Being Continued PIIN/SIIN W52H09-04-P-0223 MOD/AMD

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|-------------|
| | REL CD QUANTITY DATE 001 1 22-AUG-2004 | | | | |
| | \$ 34,398.00 | | | | |
| 0003 | SECURITY CLASS: Unclassified | | | | |
| 0003AA | SERVICES LINE ITEM | 1 | LO | | \$19,500.00 |
| | NOUN: TRAVEL - CBDE CONTRACTOR SUPP PRON: S646NCC5PC PRON AMD: 01 ACRN: AA AMS CD: 42212300000 | | | | |
| | THIS CLIN, 0003AA IS A COST REIMBURSABLE CLIN FOR TRAVEL AT A NTE PRICE OF \$19,500.00 FOR PERIOD 23 FEB 2004 - 22 AUG 2004 | | | | |
| | (End of narrative B001) | | | | |
| | Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination | | | | |
| | Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 22-AUG-2004 | | | | |
| | \$ 19,500.00 | | | | |
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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK
SERVICES
AND
SCOPE OF WORK
TRAVEL

SCOPE OF WORK FOR COLLECTIVE PROTECTION EQUIPMENT

C.1. PERIOD OF PERFORMANCE:

This is a six-month contract extension for the period of 23 FEB 04-22 AUG 04. Contract performance shall be determined by the requirements in paragraph C-4 of this Performance Work Statement. The contractor must perform his duties on site at least 25 percent of the time. Time off includes holidays and personal days.

C.1.1 TRAVEL:

In support of the Description of Work, as described in paragraph C-3, the Contractor shall be required to travel extensively. The contractor must be willing to travel 25-50 percent of the work year. If the contractor is required to travel, the Contractor will make all travel arrangements to accomplish assigned tasks, and submit receipts for reimbursement. Work-related travel is considered to be the same as on duty on-site. Travel destinations/dates will be determined over time, however, as a minimum, destinations will likely include: SBCCOM-Edgewood, SBCCOM-Natick, Pine Bluff, AR., Ft. Benning, GA., Ft. Hood, TX, and Ft. Stewart, GA. The Travel SOW is at attachment 2.

- C.2. 1. SCOPE OF WORK: This Performance Work Statement (PWS) is for the planning, coordination and delivery of technical and logistical management support and services for the Chemical/Biological Defense Equipment including, but not limited to the Chemical Biological Protective Shelter (CBPS), and the Chemically Protected Deployable Medical System (CPDEPMEDs), the M56 Gas Particulate Filter Unite (GPFU) series, M28 CPE and other shelters supporting Army and other Joint Service medical and non-medical systems that protect the user from field concentrations of chemical-biological agents, toxins, and radioactive fallout particles.
- C.2.1.1. To avoid duplication of work, all Chemical/Biological Defense Equipment information and resources currently maintained by the Government will be made available to the Contractor and copies thereof may be incorporated into the Contractors files.
- C.2.1.2. Location: The contract services shall be provided from the contractors home office and at the Rock Island site. The contractor must perform his duties at the Rock Island site at least 25 percent of the work year. Additional work sites may be required to support activities outlined in Section C-4 of this SOW, such as fieldings of systems.
- C.2.1.3. Hours of Operation: The contractor shall be available as necessary to perform the duties as described in the Scope of Work, and will work a tour of duty consistent with the operations of the work site. The contractor shall remain flexible regarding hours to meet extraordinary mission requirements. The contractor may be required to work overtime but not to exceed 20 hours per week. The contractor would be required to submit an estimate of overtime hours to the COR for prior approval.
- C.2.1.4. Training: The Contractor shall be given the opportunity to participate in relevant Government-sponsored training on a space-available basis as long as training does not detract from performance and completion of work. Cost of this type of training will be reimbursed by the Government and must be approved by the COR.

C.2.2. Personnel:

- C.2.2.1. Service Provider: The Contractor shall maintain effective working relationships with Program Managers, Staff Agencies, Team Leaders and others as necessary to perform work specified in the PWS and assure direct service as specified in the PWS.
- C.2.2.2. Conduct: Contractor personnel shall not release any proprietary information or any source selection information obtained during the course of performance of this SOW. Contractor personnel shall be bound by AR 25-55, Joint Ethics Regulations, DoDD 5500.7 and 5 CFR Part 2635, et seq., and the provisions of FAR and its supplements. Contractor personnel shall not have any conflict of interest with potential offerors for items/services related to this SOW. Contractor personnel shall sign certifications concerning conflicts of interests, nondisclosure and rules of conduct as required during the performance of this SOW. The contractor shall adhere to the Joint Ethics Regulation as covered in DOD 5505.7-R, dated
 Aug 1993, and to other applicable Federal, State, and Local laws.
- C.2.2.3. ID Badges and Vehicle Registration: The Contractor shall obtain badges and decals from the Government. The badges shall identify contractor as a non-Government employee. Parking on post shall be in designated 'Contractor' parking spaces. Such badges and decals shall be returned to the Government upon completion of the contract.

Reference No. of Document Being Continued

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N W52H09-04-P-0223 MOD/AN

Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

SECTION C-3

GOVERNMENT FURNISHED PROPERTY AND SERVICES

- C.3.1. General: The Government shall furnish all supplies and equipment, on site at the Rock Island Arsenal, Rock Island, IL, required to meet the terms of the contract, unless otherwise provided in the Performance Work Statement. All forms, regulations and pertinent Army publications necessary to comply with this PWS will be provided. Initial supply of these items shall be available on the contract start date. The contractor shall be responsible to obtain current and updated forms through the publications office and establish requirements for replacement. The contractor is authorized to use Government vehicles to accomplish authorized travel in support of this contract
- C.3.2. The contractor shall sign a nondisclosure statement if and when access to Classified, Close Hold, Procurement, or Business Sensitive material is authorized.
- C.3.3. Services: The Government shall provide Fire protection, class A and C phone, utilities, custodial and security services, on site at the Rock Island Arsenal, Rock Island, IL, to the extent they are provided to the Chemical Product Center.
- C.3.4. Facilities: The Chief of the SBCCOM (Rock Island Site) shall provide a suitable space located in the SBCCOM (Rock Island Site) and furnished with office furniture and computer equipment for use during this contract. The Contractor shall also have access to group meeting rooms or the Video Television Center (VTC) or other areas needed to perform the PWS with the approval of the COR.
- C.3.5. Reproduction of printed materials: The contractor shall have access to CHEMICAL BIOLOGICAL DEFENSE PSID copying machines for reproduction of the Chemical/Biological Defense Equipment material. The contractor will be required to meet any applicable office procedures regarding use of the copying machines.
- C.3.6. Use of Facsimile Machine: The Contractor shall be able to use CHEMICAL BIOLOGICAL DEFENSE PSID machines to meet the requirements of the PWS.
- C.3.7. Use of other Office Materials and Equipment: Use of other office equipment, such as video equipment, videotapes, software, books, pamphlets, etc., as available, to meet the requirements of the PWS shall be authorized. If specific software is needed to perform the requirements of the PWS or the Government is the licensee for such programs, the Government shall provide the Contractor with the software for the duration of the contract to be used in the Contractors office.

SECTION C-4

SPECIFIC TASKS

- C.4.1. General: The Contractor shall help develop and coordinate the program/technical support for the Chemical/Biological Defense Equipment and associated components within the SBCCOM (Rock Island Site) and with applicable Government Commands and Agencies. The specific tasks are as follows:
- C.4.1.1. Acts as an Integrated Logistics Support (ILS) Manager whereas he oversees fielding support, coordinates with the Total Package Fielding (TPF) team for material availability, and manages the Technical Manuals.
- C.4.1.2. Provide quarterly status reports to the Chemical Biological Defense PSID management on the family of Chemical/Biological Defense Equipment and associated components by utilizing software compatible with the Governments.
- C.4.1.3. Provide briefing packages for the CPE Integrated Product Team (IPT) on an as needed basis.
- C.4.1.4. Provide read aheads and trip reports for selected management for technical hearings that the contractor is required to attend.
- C.4.1.5. Provide matrix management, involving coordination of plans, activities, and actions required for successful <u>acquisition</u>, fielding and sustainment of the Chemical/Biological Defense Equipment.
- C.4.1.6. Assist in areas such as inventory management, maintenance engineering management, and integrated logistics support.
- C.4.1.7. Provide technical support and assistance to the Chemical/Biological Defense Program Support Integration Directorate in responding to protests, serving as a technical advisor to Best Value Acquisition Teams, assessing performance specification requirements, providing technical support for source selection plans and industrial base assessment actions, as required.
- C.4.1.8. The contractor must have or have the ability to obtain a security clearance (see clause AS7011 in Section A of the solicitation).

| CONTINUATION SHEET | Reference No. of Document Be | Page 9 of 18 | |
|--------------------|------------------------------|--------------|--|
| CONTINUATION SHEET | PIIN/SIIN W52H09-04-P-0223 | MOD/AMD | |

Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

C.4.1.9. Performance of the contract is at Rock Island Arsenal, Rock Island, IL. The contractor must be on-site and be able to interact personally with the Integrated Products Team (IPT) as least 25 percent of the time.

TRAVEL SOW

| TRIP # | #OF DAYS | #OF TRIPS | DESTINATION | |
|--------|----------|-----------|-------------|----------------|
| 1 | 5 | 1 | | NATICK, MA |
| 2 | 5 | 1 | | PINE BLUFF, AR |
| 3 | 5 | 1 | | FT. BENNING |
| 4 | 5 | 1 | | FT. STEWART |
| 5 | 5 | 1 | | FT. HOOD |

*** END OF NARRATIVE C 001 ***

PACKAGING AND MARKING

NO PACKAGING CLAUSES APPLY TO THIS ACQUISITION.

*** END OF NARRATIVE D 001 ***

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

SECTION E

INSPECTION AND ACCEPTANCE

- E.1. Inspection and acceptance sites: The inspection and acceptance site for all efforts provided under this contract shall be the Chemical Biological Defense PSID at Rock Island, Illinois.
- E.2. Appointment of Contracting Officers Representative: The Contracting Officer will designate an individual(s) to act as the COR(s) under this contract. Such representative(s) will be designated by letter from the Contracting Officer in the technical phase of the

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

work, but will not be authorized to change any of the terms and conditions of the contract.

- E.3. Access to Procedures, Records, Data and Facilities: The Contractor shall allow the Contracting Officer or their duly authorized representative(s) access to and rights to examine any documents or records related to this contract.
- E.4. Inspection and Acceptance Procedures: The Government will have the right to conduct surveillance of the Contractors performance including services rendered and any documentation or written material in support thereof under this contract. The contractors progress will be evaluated from the Specific Tasks outlined in Section C-3 of this PWS. The Quality and effectiveness of contractors output will be judged by the quality of written documents, briefing charts, and the progress of the mission, as defined by the IPTs. The Contracting Officers Representative will conduct such surveillance of the Contractors performance under the contract as determined appropriate and necessary. The Contracting Officer shall exercise these responsibilities through its staff and in connection with any related agencies necessary to ensure that the standards set forth herein are met.
- E.4.1. The requirements set forth in this contract shall be the criteria by which the Contractors performance shall be inspected. These requirements may either be in full text or incorporated by referenced regulations, technical manuals, etc.
- E.4.1.2. Government Surveillance personnel will monitor the contractors performance by physical inspection, review of reports/documentation, and validated complaints.
- E.4.1.3. When Government surveillance personnel find deficiencies, the Contractor shall be so advised verbally and in writing. As directed by the contracting officer or their representative(s) the Contractor shall promptly take the necessary action to ensure against any future deficiency.
- E.4.1.4. Acceptance will be by submission of biweekly DD Forms 250 (Material Inspection and Receiving Reports) and will be F.O.B. Destination.

*** END OF NARRATIVE E 001 ***

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

THERE ARE NO TRANSPORTATION PROVISIONS FOR THIS AWARD.

*** END OF NARRATIVE F 001 ***

| CONTINUATION SHEET | | | | | 7TP | Reference No. of Document Being Continued | | | | | | Page 11 of 18 | |
|--------------------------------|--|------------|-------------------|----|---------|---|-------|--------|---------|---|-------------------------------|---------------|-----------------------------------|
| | CONTINUATION SHEET | | | | | PIIN/SIIN W52H09-04-P-0223 | | | MOD/AMD | | | | |
| Name | Name of Offeror or Contractor: Charles f. Day & Associates | | | | | | | | | | | | |
| CONTRAC | CONTRACT ADMINISTRATION DATA | | | | | | | | | | | | |
| LINE <u>ITEM</u> 0001AA | PRON/ AMS CD/ MIPR S646NCC3PC | ACRN AA | OBLG STAT 2 | | | LASSIFICATION 0046D6D17P42212 | 325FB | S19130 | | JOB ORDER <u>NUMBER</u> 46KNCC | ACCOUNTS STATION W91A2K | :NG \$ | OBLIGATED AMOUNT 45,864.00 |
| 0002AA | 42212300000 S646NCC4PC 42212300000 | AA | 2 | 21 | 4202000 | 0046D6D17P42212 | 325FB | S19130 | | 46KNCC | W91A2K | \$ | 34,398.00 |
| 0003AA | S646NCC5PC 42212300000 | AA | 2 | 21 | 4202000 | 0046D6D17P42212 | 325FB | S19130 | | 46KNCC | W91A2K | \$ | 19,500.00 |
| | | | | | | | | | | | TOTAL | \$ | 99,762.00 |
| SERVICE <u>NAME</u> Army | | L BY | <u>ACRN</u> | | | LASSIFICATION 0046D6D17P42212 | 325FB | S19130 | | ACCOU STATI W91A2 | ON | \$ _ | OBLIGATED <u>AMOUNT</u> 99,762.00 |

TOTAL \$ 99,762.00

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-P-0223

MOD/AMD

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

6 252.247-7023

TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III

MAY/2002

DFARS

7 DRAFT CLAUSE

CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS

FEB/2003

(a) Definitions

As used in this Clause

- (1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional business and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contracts provide goods, services, and minor construction, usually from the local yendor base.
- (2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.
- (3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or my Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.
- (4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.
- (b) General.
- (1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.
- (2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commender's guidance impact on the deployments. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

- (1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.
- (2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directive, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

may take precedence over contract requirements. The contacting officer will resolve disputes. The contractor shall provide the contracting office copies, if requested, or any documents relating to the dispute.

- (3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.
- (4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.
- (5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.
- (d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information tot he AMC LSE on the contractor's deployments and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).
- (e) Risk Assessment and Mitigation.
- (1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.
- (2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.
- (3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.
- (4) If the contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise direct by the contracting officer.
- (5) The contractor will designate and provide contact information for a point of contract and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.
- (6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country national, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation on non-essential personnel.
- (f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.
- (g) Central Processing and Departure Point.
- (1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for schedules deployment.
- (2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
- (3) The government, when applicable, will provide the contractor employees with Chemical, Biological Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.
- (4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.
- (h) Standard Identification Cards.

| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 14 of 18 |
|--------------------|---|---------------|
| CONTINUATION SHEET | PIIN/SIIN W52H09-04-P-0223 MOD/AMD | |
| | | |

Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

- (1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment,
- (2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.
- (3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
- (4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
- (5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.
- (6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

- (1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
- (2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
- (3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNS sampling.
- (4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.
- (5) The government at its discretion may provide to contract employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.
 - (6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.
- (j) Clothing and Equipment Issue.
- (1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.
- (2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical. Radiological, and High yield Explosive Equipment).
 - (3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
- (4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- (5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.
- (6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.
- (k) Weapons and Training.

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

- (1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.
- (2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.
- (3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations
- (4) Upon deployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.
- (5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.
- (1) Vehicle and Equipment Operation.
- (1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- (2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
 - (3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
- (4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.
- (m) Passports, Visas and Customs.
- (1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).
- (2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying t and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.
 - (3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.
- (n) Reception, Staging, Onward Movement and Integration.
- (1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.
- (2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.
- (o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.
- (p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

personnel deployed in the theater of operations. Some of these services may be limited to U. S. personnel only.

- (q) Status of Forces Agreement and other Laws.
- (1) Notwithstanding any provision to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.
- (2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.
- (3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.
- (r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater or operations during a declared contingency, the contactor must obtain prior approval from the Procurement Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.
- (s) Tour of Duty/Hours of Work.
 - (1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.
- (2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less that 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.
 - (3) The contracting officer shall provide the contractor wit anticipated work schedules.
- (4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.
- (5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.
- (t) On-Call Duty or Extended Hours.
- (1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.
 - (2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.
 - (3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.
 - (4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.
- (u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.
- (v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completed a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.
- (w) Return Procedures.
- (1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.
- (2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of th deployment.
- (3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.
- (x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB).

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CHARLES F. DAY & ASSOCIATES

Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procures item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

- (y) Special legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.
- (z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

HD7013

8 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION TACOM-RI

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

| Shipped From: |
|---|
| |
| |
| |
| |
| |
| For contracts involving F.O.B. Origin shipments furnish the following rail information: |
| Does Shipping Point have a private railroad siding? YES NO |
| If YES, give name of rail carrier serving it: |
| If NO, give name and address of nearest rail freight station and carrier serving it: |
| Rail Freight Station Name and Address: |
| Serving Carrier: |
| (End of Clause) |
| |

CONTRACT CLAUSES

(HS7600)

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-P-0223

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Name of Offeror or Contractor: Charles f. day & associates

(IA7001)

| 9 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
|----|--------------|---|----------|
| 10 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 11 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR | OCT/2003 |
| | | REGISTRATION | |
| 12 | 52.249-4 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) | APR/1984 |
| 13 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| | DFARS | | |
| 14 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| | DFARS | | |
| 15 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| | DFARS | | |
| 16 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| | DFARS | | |
| | | | |
| 17 | 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL | JAN/2004 |
| | | ITEMS) | |

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/
 or

www.acq.osd.mil/dp/dars

(IF8001)

18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

19 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)